

## **EXHIBIT A**



**Service of Process  
Transmittal**

08/06/2020

CT Log Number 538050689

**TO:** Ca Legalit  
Bank of America  
225 W HILLCREST DRIVE  
THOUSAND OAKS, CA 91360

**RE: Process Served in Georgia**

**FOR:** Bank of America Corporation (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** MADISON TITLE AGENCY, LLC, Pltf. vs. Bank of America Corporation, Dft.

**DOCUMENT(S) SERVED:** Summons, Information Sheet, Complaint, Exhibit(s)

**COURT/AGENCY:** Gwinnett County Superior Court, GA  
Case # 20A046527

**NATURE OF ACTION:** Complaint for Statement of facts

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Lawrenceville, GA

**DATE AND HOUR OF SERVICE:** By Process Server on 08/06/2020 at 08:22

**JURISDICTION SERVED :** Georgia

**APPEARANCE OR ANSWER DUE:** within 30 days after service of this summons upon you, exclusive of the day of service

**ATTORNEY(S) / SENDER(S):** George A. Koenig  
KOENIG LAW GROUP, P.C.  
Peachtree 25th, Suite 599  
1718 Peachtree Street NW  
Atlanta, GA 30309  
678-539-6171

**ACTION ITEMS:** CT has retained the current log, Retain Date: 08/06/2020, Expected Purge Date: 08/11/2020  
  
Image SOP  
  
Email Notification, Ca Legalit calegalit@bofa.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 1999 Bryan St Ste 900  
Dallas, TX 75201-3140

**For Questions:** 877-564-7529  
MajorAccountTeam2@wolterskluwer.com

*Robert J. Allen*  
CLERK OF SUPERIOR COURT

## JURY TRIAL DEMANDED

**Process Sever  
Name:**

## General Civil and Domestic Relations Case Filing Information Form

☒ Superior or ☐ State Court of GWINNETT County*Robert J. Alumbaugh*  
CLERK OF SUPERIOR COURT

## For Clerk Use Only

Date Filed 07-10-2020  
MM-DD-YYYYCase Number 20-A-04652-7

## Plaintiff(s)

Madison Title Agency, LLC

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Plaintiff's Attorney George Koenig

## Defendant(s)

Bank of America Corporation

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Bar Number 427626 Self-Represented ☐

## Check One Case Type in One Box

## General Civil Cases

- ☐ Automobile Tort  
☐ Civil Appeal  
☐ Contract  
☐ Garnishment  
☒ General Tort  
☐ Habeas Corpus  
☐ Injunction/Mandamus/Other Writ  
☐ Landlord/Tenant  
☐ Medical Malpractice Tort  
☐ Product Liability Tort  
☐ Real Property  
☐ Restraining Petition  
☐ Other General Civil

## Domestic Relations Cases

- ☐ Adoption  
☐ Dissolution/Divorce/Separate Maintenance  
☐ Family Violence Petition  
☐ Paternity/Legitimation  
☐ Support – IV-D  
☐ Support – Private (non-IV-D)  
☐ Other Domestic Relations

## Post-Judgment – Check One Case Type

- ☐ Contempt  
☐ Non-payment of child support, medical support, or alimony  
☐ Modification  
☐ Other/Administrative

- ☒ Check if the action is related to another action(s) pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

20-A-00441-7

Case Number

Case Number

- ☐ I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in O.C.G.A. § 9-11-7.1.
- ☐ Is an interpreter needed in this case? If so, provide the language(s) required. \_\_\_\_\_  
Language(s) Required
- ☐ Do you or your client need any disability accommodations? If so, please describe the accommodation request.

**IN THE SUPERIOR COURT OF GWINNETT COUNTY  
STATE OF GEORGIA**

*Robert J. Allen*  
CLERK OF SUPERIOR COURT

**MADISON TITLE AGENCY, LLC**

**Plaintiff,**

**V.**

**BANK OF AMERICA  
CORPORATION,**

**Defendants.**

**CIVIL ACTION NO.** 20-A-04652-7

## JURY TRIAL DEMANDED

## COMPLAINT FOR DAMAGES

**COMES NOW Madison Title Agency, LLC (hereinafter Plaintiff), plaintiff in the above-styled action, and for its Complaint states as follows:**

1.

**This matter involves a business e-mail compromise (BEC) scheme orchestrated and carried out by and among a customer of Defendant, Bank of America Corporation (hereinafter, the Bank), to unlawfully interfere with and wrongfully assert distinct acts of dominion over funds in denial of or inconsistent with Plaintiff's rights and by and through the contrivance of false representations intended to induce and in fact inducing the Plaintiff to make transfers of such funds with actual intent to hinder, delay, or defraud Plaintiff involving payment orders through financial institutions. Plaintiff is the victim of this scheme and lost \$ 368,948.75 (the Funds).**

2.

At its heart, BEC relies on the oldest trick in the con artist's handbook: deception. But the level of sophistication in this multifaceted global fraud is unprecedented, according to law enforcement officials, and professional businesspeople continue to fall victim to the scheme.

Carried out by transnational criminal organizations that employ lawyers, linguists, hackers, and social engineers, BEC can take a variety of forms. But in just about every case, the scammers target employees with access to company finances and trick them into making wire transfers to bank accounts thought to belong to trusted partners—except the money ends up in accounts controlled by the criminals. The techniques used by these scammers include online ploys such as spear-phishing, social engineering, identity theft, e-mail spoofing, and the use of malware. The perpetrators are so practiced at their craft that the deception is often difficult to uncover until it is too late. If the fraud is not discovered in time, the money is hard to recover, thanks to the criminal group's use of laundering techniques and "money mules" worldwide that drain the funds into other accounts that are difficult to trace.<sup>1</sup>

3.

The crux of the scheme is that in and around September 2019 one of the Bank's customers and his confederates, acting as individuals and through various shell companies, surreptitiously infiltrated a real estate purchase closing transaction wherein Plaintiff, a title insurance agent, was to pay-off the seller's existing mortgage. Using false and fraudulent instructions, the customer tricked Plaintiff into transferring the funds to an account opened at the Bank controlled by him through one of the shell companies. Immediately thereafter the customer and his confederates arranged for the further transfer of the funds through contrived transactions designed to cover up the fraud.

4.

The Bank's liability for Plaintiff's loss arises out of it making a payment of the Funds to its customer's account despite a misdescription in the payment order. Specifically, the name on

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<sup>1</sup> See <https://www.fbi.gov/news/stories/business-e-mail-compromise-on-the-rise>

the payment order received by the Bank was different from the name on the Bank's customer's account.

### **PARTIES**

5.

Plaintiff is a title insurance agent formed in the state of Texas with its principal office at 13101 Preston Road, Suite 300, Dallas, Texas, 75240.

6.

Defendant Bank of America Corporation is a Delaware corporation licensed to do business in the State of Georgia as a foreign profit corporation. It may be served through its registered agent, CT Corporation System, 289 S. Culver St, Lawrenceville, Georgia 30046.

### **JURISDICTION AND VENUE**

7.

This Court has jurisdiction and venue is proper.

### **STATEMENT OF FACTS**

8.

Plaintiff issued (on behalf of Stewart Title Guaranty Company) title policies in connection with a real estate transaction. In connection with clearing title exceptions, Plaintiff was to pay off the seller's existing mortgage to the seller's lender, RoundPoint Mortgage.

9.

On or about September 12, 2019, a person claiming to be the seller presented Plaintiff with a payoff statement with wire instructions altered from an earlier set of wire instructions (hereafter, the False Instructions). The False Instructions directed Plaintiff to wire the payoff amount to a Business Advantage account, Bank of America Account No. XXXX XXXX 7308 (hereinafter, the

BOA Account) instead of the account identified in the earlier payoff statement. The False Instructions also identified the name of the account holder and owner of the BOA Account as “RoundPoint Kast Trans, LLC” when, in fact, the actual account holder and owner of the BOA account was Kast Trans, LLC, a company controlled by Stephane Kacou, neither of who were the seller’s lender. A redacted copy of the signature card for the BOA Account is attached hereto as Exhibit A.

10.

On September 18, 2019, an employee of Plaintiff wired the Funds to the BOA Account in accordance with the False Instructions. A copy of the payment order is attached hereto as Exhibit B. The payment order for the transfer of the Funds identified the name of the beneficiary as “RoundPoint Kast Trans, LLC.” The name on the BOA Account, however, was for a different person: “Kast Trans, LLC.” Thus, the beneficiary identified in the payment order differed from the name on the BOA Account, with the former being RoundPoint Kast Trans, LLC and the latter being Kast Trans, LLC.

11.

The Bank knew about the conflict between the name on the BOA Account and the name on the payment order at the time it processed the payment, and nevertheless paid Kast Trans, LLC the Funds. When processing payments such as this one, the Bank looks at and goes off the account number and name. The Bank’s policy is to refuse to accept payment orders sent by Plaintiff where the Bank is unable to apply due to a name mismatch.



12.

In October 2019, Plaintiff became aware of the false nature of the False Instructions when the seller advised Plaintiff that he had received a monthly statement on the mortgage showing the balance still was due and owing.

13.

On or about October 19, 2019, Plaintiff informed the Bank that the Funds needed to be returned. The Bank refused to return the Funds.

**COUNT ONE  
RETURN OF FUNDS (O.C.G.A. § 11-4A-207)**

14.

Plaintiff incorporates as if fully set forth herein paragraphs 1 to 13.

15.

Plaintiff is the originator of the Funds.

16.

Plaintiff directed a payment order to the Bank, which payment order identified the beneficiary both by name and by an identifying bank account number, but in fact the name and number identified different persons.

17.

The Bank knew and had actual knowledge that the name and number identified different persons and that there was a conflict between the name on the payment order and the name on its BOA Account: (i) at the time of the payment and/or (ii) from the time such would have been brought to the attention of the individual conducting the transaction if the organization has exercised due diligence. The Bank nevertheless paid the Funds into the BOA Account.

18.

Acceptance of the payment order did not occur because there was no beneficiary of that order and the Bank is responsible to Plaintiff for the loss of the Funds.

19.

The acts of the Bank have caused Plaintiff to sustain monetary damage, loss, and injury, in an amount to be determined at the time of trial.

**COUNT TWO  
NEGLIGENCE**

20.

Plaintiff incorporates as if fully set forth herein paragraphs 1 to 13.

21.

BEC schemes, unauthorized ACH and wire transfers, fraudulent checks and fraudulent bank accounts are so pervasive that the Bank has established protocols to detect and prevent fraud.

22.

The Bank's policies and protocols required it to confirm both the account number and name when processing payment orders and to refuse to accept payment orders where such orders contain a mismatch between the name on the payment order and its customer.

23.

The Bank had a duty to follow its own policies and procedures in preventing the fraud perpetrated against Plaintiff.

24.

The Bank failed to follow its own policies and procedures to prevent the fraud perpetrated against Plaintiff in this instance.

25.

Had the Bank followed its policies and procedures the Funds would not have been paid and would have been returned to Plaintiff.

26.

The Bank has caused Plaintiff to sustain monetary damage, loss, and injury, in an amount to be determined at the time of trial.

**COUNT THREE  
ATTORNEYS' FEES AND EXPENSES**

27.

Plaintiff incorporates as if fully set forth herein paragraphs 1 to 26.

28.

The expenses of litigation generally shall not be allowed as a part of the damages; but there the plaintiff has specially pleaded and has made prayer therefore and where the defendant has acted in bad faith, has been stubbornly litigious, or has caused the plaintiff unnecessary trouble and expense, the jury may allow them.

29.

The Bank has acted in bad faith, has been stubbornly litigious and has caused Plaintiff unnecessary trouble and expense.

30.

Plaintiff is entitled to an award of its attorney's fees and litigation costs.

WHEREFORE Plaintiff requests relief as follows:

- A. That judgment be entered against the Bank;
- B. That prejudgment interest be awarded against the Bank;

C. That Plaintiff be awarded its attorney's fees and litigation costs; and

D. Such other and further relief as is just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted this 10th day of July, 2020.

By: /s/ George A. Koenig  
George A. Koenig  
Georgia Bar No. 427626

KOENIG LAW GROUP, P.C.  
Peachtree 25th, Suite 599  
1718 Peachtree Street NW  
Atlanta, Georgia 30309  
Telephone: (678) 539-6171  
Facsimile: (678) 539-6218

*Attorneys for Plaintiff*

## EXHIBIT A

**BANK OF AMERICA****Business Resolution or Authorization for  
Opening and Maintaining Banking  
Relationship**Name of Business KAST TRANS LLCAccount Number 7302State where Organized/Registered/Principal Place of Business GATIN 9884**Business Type:**☐ Sole Proprietor☐ Corporation☒ Limited Liability Company☐ Partnership☐ Unincorporated Association☐ Other

I. Resolved, that (the "Bank") is hereby designated as a depository of the Business and that deposit accounts and/or time deposits (CDs) be opened and maintained in the name of this Business with the Bank in accordance with the terms of the Bank's Deposit Agreement and Disclosures and the applicable rules and regulations for such accounts; that any one of the following authorized representatives, officers, employees, partners, members, managers, as applicable ("Authorized Person"):

Name Stephanie BaconTitle/Status Owner

Name \_\_\_\_\_

Title/Status \_\_\_\_\_

Name \_\_\_\_\_

Title/Status \_\_\_\_\_

Name \_\_\_\_\_

Title/Status \_\_\_\_\_

is hereby authorized, on behalf of this Business and in its name, to execute and to sign any application, deposit agreement-related, signature card and any other documentation required by the Bank to open said accounts; to sign checks, drafts, notes, bills of exchange, acceptances, time deposits (CDs) or other orders for payment of money; to endorse checks, drafts, notes, bills, time deposits (CDs) or other instruments owned or held by this Business for deposit with Bank or for collection or discount by the Bank; to accept drafts, acceptances, and other instruments payable at the Bank; to place orders with the Bank for the purchase and sale of foreign currencies on behalf of this Business; to execute and deliver an electronic fund transfers agreement and to make transfers or withdrawals by electronic transfer on behalf of the Business; to obtain an access device (including but not limited to a card, code, or other means of access to the Business's accounts) that may be used for the purpose of initiating electronic fund transfers [Business agrees and acknowledges that neither the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.) nor Regulation E (12 C.F.R. Part 205) are applicable to any such access device]; to establish and maintain a night deposit relationship; to execute and deliver a wire transfer agreement and to request, or to appoint or delegate from time to time, such persons who may request wires of funds; to enter into any agreements with the Bank for the provision by the Bank of various Treasury Management services to this Business as such Authorized Person may determine, in his or her sole discretion, and to sign any and all documents and take all actions required by Bank relative to such Treasury Management services or the performance of the Business's obligations thereunder, and that any such Treasury Management agreement(s) shall remain in full force and effect until written notice to terminate given in accordance with the terms of any such agreement shall have been received by the Bank and that such termination shall not affect any action taken by the Bank prior to such termination; to rent or lease a safe deposit box from the Bank, to execute the rental agreement or lease, to enter the safe deposit box and to terminate the rental agreement or lease; to take whatever other actions or enter into whatever other agreements relating to the accounts or investment of funds in such accounts with the Bank and to execute, amend, supplement and deliver to Bank such agreements on behalf of the Business upon such terms and conditions as such Authorized Person may deem appropriate and to appoint and delegate, from time to time, such person(s) who may be authorized to enter into such agreements and take any other actions pursuant to such agreements in connection with said accounts that the Authorized Person deems necessary; and to waive presentment, demand, protest, and notice of protest or dishonor of any check, note, bill, draft, or other instrument made, drawn or endorsed by this Business; and

2. Further Resolved, that the Bank be and is hereby authorized to honor, receive, certify, pay or exchange for another instrument all instruments signed in accordance with the foregoing Resolution or Authorization, as applicable, even though such payment may create an overdraft or even though such instruments may be drawn, signed or endorsed to the order of any Authorized Person signing the same or tendered by such Authorized Person or a third party for exchange or cashing, or in payment of the individual obligation of such Authorized Person, or for deposit to such Authorized Person personal account and Bank shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing Resolution or Authorization, as applicable, or the application or disposition of such instrument or the proceeds thereof; and, further, that the Bank is authorized to honor any instructions regarding withdrawals, orders for payment or transfer of funds whether oral, by telephone or electronic means if such withdrawal, orders or transfer are initiated by an Authorized Person; and

3. Further Resolved, that the Bank be and is hereby requested, authorized and directed to honor and to treat as authorized, checks, drafts or other orders for the payment of money drawn or purportedly drawn in this Business's name, including those payable to the individual order of any person

NGA

00-14-9120M 09-2017



Account Number: [REDACTED]

7308

whose name appears thereon as signer thereof, when bearing or purporting to bear the facsimile signature of an Authorized Person authorized in the foregoing Resolution or Authorization, as applicable and Bank shall be entitled to honor, to treat as authorized, and to charge this Business for such checks, drafts, or other orders regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto, if such signature resembles the facsimile specimen duly certified to or filed with the Bank by the appropriate Authorized Person or if such facsimile signature resembles any facsimile signature previously affixed to any check, draft, or other order drawn in the Business's name, which check, draft, or other order was accepted and paid without timely objection by the Business, thereby ratifying the use of such facsimile signature; and the Business hereby indemnifies and holds the Bank harmless against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of or in any way related to the misuse or unlawful or unauthorized use by a person of such facsimile signature; and

4. Further Resolved, that endorsements for deposit may be evidenced by the name of the Business being written or stamped on the check or other instrument deposited, without designation of the party making the endorsement, and the Bank is authorized to supply any endorsement on any instrument tendered for deposit or collection; and

5. Further Resolved, that the appropriate Authorized Person of this Business shall certify to the Bank names and signatures of persons authorized to act on behalf of this Business under the foregoing Resolution or Authorization, as applicable, and in the event a change occurs in the identity of the Authorized Person, the undersigned shall immediately report, furnish and certify such changes to Bank and shall submit to the Bank a new account signature card reflecting such change(s) in order to make such changes effective and the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, or growing out of, honoring the signature of any Authorized Person so certified, or refusing to honor any signature not so certified; and

6. Further Resolved, that the foregoing Resolution or Authorization, as applicable, shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as the Bank is concerned until three (3) business days after Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

7. Further Resolved, that all transactions by the undersigned, or any Authorized Person on its behalf and in its name with the Bank prior to the delivery to Bank of a certified copy of the foregoing Resolution or Authorization, as applicable, are, in all respects, hereby ratified, confirmed, approved and adopted; and

8. Further Resolved, that the appropriate Authorized Person be and hereby is, authorized and directed to certify these Resolutions or Authorizations, as applicable, to the Bank and that the provisions hereof are in conformity with the Business's Articles of Incorporation, Articles of Association, Articles of Organization, Charter, Rules, Agreement, Operating Agreement (or other Agreement), and/or Bylaws, as applicable, and that the appropriate Authorized Person be, and hereby is, authorized and directed to certify, from time to time hereafter, the names of the holders of the above authorized titles and their signatures on any signature card or other documentation required by said Bank.

**Sections 9, 10, 11 are applicable only if Partnership is checked on Page 1**

9. That the undersigned shall certify to Bank the names and signatures of the Authorized Person authorized to act on behalf of this Business under the foregoing instructions and notwithstanding any modifications or termination of any of the power of any of the above-named Authorized Persons to represent said Business, whether by expiration of the Partnership Agreement, by death or retirement of any, or by the accession of one or more new Partners, or otherwise, and notwithstanding any other notice thereof Bank may receive, this authority shall continue to be binding upon each of the undersigned individually and upon our legal representatives, and upon said Partnership and its successors, until written notice to the contrary, signed by one of the undersigned or on his/her behalf by his/her duly authorized agent or representative, shall have been received by the Bank; provided, however that the foregoing instructions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Bank is concerned until Bank has a reasonable time to act upon such notice to the contrary and such reasonable time cannot be less than three (3) business days after the Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

10. That if any other persons become interested in the Partnership as a Partner or other interested party in the business dealings of the Partnership, or if there is any change in the Partnership that might change the relationship of the Partners or the depository relationship with the Bank, or if said business shall become incorporated, the undersigned shall notify the Bank promptly; and

11. That it is expressly understood and agreed that each Partner is and shall be personally liable for the actions taken pursuant to authority granted herein and that the rights evidenced by or contained in this Business Resolution or Authorization, as applicable, are in addition to, and not in limitation of the rights inherent in a Partner; and

**Sections 12, 13, 14 are applicable only if Sole Proprietor is checked on Page 1**

12. That if any other person, firm or corporation acquires any right, title or interest in the Business or if my relationship thereto as sole owner be altered in any way, or if said Business shall become incorporated, the undersigned shall notify the Bank promptly; and

13. That in consideration of your acceptance of the accounts of said Business under the foregoing name and style, I agree to protect and indemnify Bank against all loss or liability, including court costs and attorney fees, arising from or growing out of the acceptance by said Bank for payment of credit of checks, drafts, notes, bills of exchange, acceptances, certificates of deposits or other orders and instruments drawn to the order of and endorsed in my name and/or in the name of said Business; and

NGA

00-14-9120M 09-2017



Account Number: [REDACTED]

7308

14. That the undersigned has signed, acknowledged and filed in the proper office of the state of the Business's principal place of business any document(s) which may be required by the laws of said state to be filed by a person doing business under a fictitious or assumed name. If applicable.

In Witness Whereof, I certify that I am duly authorized to execute this Resolution or Authorization, as applicable, on behalf of the Business, and intending to bind the Business, I have hereunto subscribed my name, in my capacity to certify the adoption of the Resolution or Authorization, this 018 day of 06 June, 2019

SK

  
Signature of Authorized Business Representative / Title

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**Bank Information**Date 06/18/2019Financial Center Name WINDWARD PARKWAY WESTEmployee's Name Carmelle LeleneEmployee's Phone Number 470-300-1969



**BANK OF AMERICA**

BANK OF AMERICA, N.A. (THE "BANK")

Account Number: 7308Account Type: ☒ Checking☐ Savings☐ Certificate of Deposit

Account Title:

KAST TRANS LLC**Business Signature Card  
with Substitute Form W-9**

Legal Designation	<input type="checkbox"/> Individual Owner/Sole Proprietor/Single Member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Trust/Estate
	<input type="checkbox"/> Partnership (Enter type of partnership): General, LP, LLP or LLLP _____			
	<input checked="" type="checkbox"/> Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) <u>S</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>			
	<input type="checkbox"/> Other (Defined in W-9 Instructions) _____			
Exemptions (codes apply only to certain entities, not individuals; see IRS Instructions for Form W-9) (Applies to accounts maintained outside the U.S.)		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____		
Employer Identification Number <u>9884</u>		(or) Social Security Number _____		

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts I/we may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and I/we are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

☐ **Nonresident Alien (NRA) Status:** Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

**Substitute Form W-9: Certification – Under penalties of perjury, I certify that:**

- The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9)

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
<u>Stephane Kacou</u>	<u>Manager</u>	<u>[Signature]</u>	<u>06/18/2019</u>

00-14-9297M 11-2018

NGA

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Associate Name: Camille Leles

Financial Center: WINDWARD PARKWAY WEST

Bank Number:

Date: 06/18/2019



## **EXHIBIT B**

**TRN:** [REDACTED] **1709**

System: WTX

TRN-REF #: [REDACTED] 1709

Bank: NCX

LINKS EXIST FOR THIS TRANSACTION

1. 1984-17OCT19

## Summary Data

## Summary Data

Src:	FED	ADV Type:	LTR/1000	Amount:	368,948.75/USD		
Value Date:	18-SEP-19	Repetitive ID:		Caller:			
Create Time:	18-SEP-19--15:04:42.00	Payment Direction:	INCOMING	Cancelled Payment?	N	Tran Type:	FTR
Activity:	PAYMENT	FED-IMAD Inbound:	[REDACTED] 1034	FED-IMAD Outbound:			
DF Eligible?		DF Flag:		DF ID:		Deliv Country:	US
				Out :71A:OUR?	No	Remit Text?	No

## Other Amts:

Dbt Chg:	0.00/USD	Debit Amt:	368,948.75/USD	Dbt USD Equiv:	368,948.75/USD
Cdt Chg:	0.00/USD	All Charges:	0.00/USD		
Rcv Chg:	0.00/USD	Credit Amt:	368,948.75/USD		

## Party Data

## Party Data

DBT: [REDACTED] 0594

BANKUNITED, NA  
MIAMI LAKES, FL

CDT: D/GAX: [REDACTED] 7308

KAST TRANS LLC  
3381 PEACHTREE CORNERS CIR APT J

PEACHTREE CORNERS GA 30092-4349

ADV: LTR

SEND: /

INTERMEDIARY BANK: /

**SNDR REF NUM:** ██████████6898

**ORDERING BANK:** ██████████0594

BANKUNITED

14817 OAK LANE

MIAMI LAKES, FL 33016

BNF BANK: /

**ORDERING BANK REF NUM:**

**ORIG:** ██████████6726

MADISON TITLE AGENCY LLC

13101 PRESTON ROAD APT 300

DALLAS TX 75240-

**WIR:**

**BNF:** ██████████7308

ROUNDPOINT KASTTRANS LLC - WIRE CLE

PO BOX 19389

CHARLOTTE, NC 28219

**ORIG REF NUM:** ██████████0784

**BANK TO BANK INFO:**

██████████1263

**OBI:** ██████████9744, BEITLER

PAYOFF

**CHG: BK? N**

**ORIG. TO BENEFICIARY:**

██████████1263

**OBI:** ██████████9744, BEITLER

PAYOFF

**ADVICE INSTRUCTIONS:**

**INCOMING:**

██████████1974  
QQ PEGP

.NNCN MTP:1007 CUR:USD AMT:368948.75 SRC:FED-FED

CRM

STX TRN:██████████0018 (01) \*\* AUTHENTICATED MSG \*\*

{1100 MSG DISPOSITION} 30P S

{1110 TIMESTAMP} 10171254FT03

{1120 OMAD} ██████████FT03

{1510 MESSAGE TYPE} 1007

{1520 IMAD} ██████████0783

{2000 AMOUNT} 368,948.75

{3100 SENDING BANK} ██████████0594BANKUNITED NA FL

{3320 SENDER REF} ██████████6912

{3400 RECEIVING BANK} ██████████9593BK AMER NYC

{3500 PREVIOUS IMAD} ██████████1034

{3600 FUNCTION CODE} SVC

{9000 MESSAGE TEXT} OUR FW DTD 9/18/19 AMT \$368,948.75

IMAD C001034. URGENT.PLS RETURN FUN  
DS ASAP WIRE IS AUTHORIZED, CONFIRM  
ED FRAUD. PLEASE ADVISE IF THERE AR  
E AVAILABLE FUNDS FOR US TO SEND A  
HOLD HARMLESS, IN AN ATTEMPT TO ASS

IST WITH RECOVERY. REF OUR BUI-7537

ON ALL CORR. REGARDS JUDY

AMI: [REDACTED] 70018

NCX [REDACTED] 1254

WTX [REDACTED] 018-1

RP- [REDACTED] DBF6

[GATEWY\MEMO:FED 368,948.75 USD 1007\MSN: [REDACTED] 7835\

AMT:368,948.75/USD\

RECEIVED 17-10-2019 12:54:16 ET. READY FOR CRM 17-10-2019 12:54:16 ET.

EATT BY SYSTEM /FED 368,948.75 USD 1007/17-OCT-19 12:54

ATTACHED TO IID: 1984-17OCT19

## OUTGOING

:CMAPOUT:FEDWIRE

:TEXT:

TEMP: ALL-FREE-AUTH FED

QQ NNCN

.PCRM MTP:1090 CUR:NOA AMT:0.00 SRC:CRM-ISI

STX

HDR DEST ABA [REDACTED] 0594

HDR OUR BANK:NCX

HDR AMT:000000368948.75

:1510:1090

:2000: [REDACTED] 4875

:3100: [REDACTED] 9593

:3320:X

:3400: [REDACTED] 90594

:3500: [REDACTED] 1034

:3600:SVC

:4320:BOA1984-17OCT19

(9000).

{240}

WE RECEIVED YR FUNDS RETURN  
REQUEST. FUNDS ARE NO LONGER  
AVAILABLE FOR YOUR RECOVERY. IF  
YOUR REQUEST IS FRAUD RELATED,  
CONSIDER YOUR DIRECTLY CONTACTING  
LAW ENFORCEMENT.

REGARDS, WT INVESTIGATIONS

JULIA MILLER

**EMAIL TO CHRISTOPHER HARLEY & LOUISE LEGAULT:**

From: Miller, Julia

Sent: Thursday, October 17, 2019 2:00 PM

To: Harley, C

hristopher <christopher.harley@bofa.com>

Cc: Legault, Louise <louise.legault@b

ofa.com>

Subject: URGENT: ACTION REQUIRED: FRAUDULENT PAYMENT / KAST TRANS LLC  
/ CASE ID BOA 1984-17OCT19

Importance: High

Hello,

Please assist with the following URGENT request:

This e-mail relates to an incoming wire which credited customer KAST TRANS LLC account number [REDACTED] 7308 on 18-SEP-19.

We have received communication from the sender bank that the payment needs to be returned since the wire originator is claiming the transaction represents a FRAUDULENT TRANSACTION.

Please contact our customer as follows:

CANCELLATION REQUEST - PLEASE CONTACT OUR CUSTOMER FOR DEBIT AUTHORIZATION TO RETURN FUNDS FROM THE INCOMING WIRE.  
PLEASE ALSO DOCUMENT THIS EVENT WITH A TRMS AS APPLICABLE.

REASON: THE REMITTER HAS INDICATED THAT THIS IS A FRAUDULENT PAYMENT



---

**PAYMENT DETAILS:**

**AMOUNT: 368,948.7**

**/USD**

**TRANSACTION REFERENCE NUMBER: [REDACTED] 1709**

**INTERNAL Case ID: BOA 19**

**84-17OCT19**

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**IMPORTANT INSTRUCTIONS:**

**IF OUR CUSTOMER AGREES TO PROVIDE DEBIT AUTHORITY TO RETURN THE FUNDS, PLEASE REPLY BY SENDING A BFT MT199 CANCELLATION ADMINISTRATIVE MESSAGE INDICATING IN THE TEXT OF THE BFT MESSAGE THAT YOUR CUSTOMER AUTHORIZES BANK OF AMERICA TO DEBIT THEIR ACCOUNT. IF THE CUSTOMER DECLINES THE RETURN, PLEASE OBTAIN THE REASON FOR THE DECLINE AND PROVIDE THE CUSTOMER'S REASONING VIA RETURN E-MAIL.**

**PORTANT: IF OUR CUSTOMER IS RETURNING LESS THAN THE ORIGINAL AMOUNT OF THE WIRE, PLEASE CLEARLY INDICATE IN THE TEXT OF THE BFT MESSAGE THE EXACT AMOUNT YOUR CUSTOMER WISHES TO RETURN. IF YOUR BRANCH HAS QUESTIONS RELATED THE BFT SYSTEM, PLEASE CONTACT ONECALL AT 1-800-807-2277 OPTIONS 4, 2,2.**

**(IF CUSTOMER'S ACCOUNT IS TO BE DEBITED FOR THE RETURN, OUR PAYMENTS SYSTEM WILL MEMO POST THE DEBIT ON THE PROCESSING DATE.)**

**FAQ**

- You were selected to contact the

mer as it is a requirement that your line of business manage the client relationship and its outreach. Please contact the customer to avoid further delay with this URGENT request.

- If funds are available, follow your standard pro  
s on when to place funds on hold and/or remarks on the account.

- If fun  
not available, please still try to contact our customer so they can be made aw  
are of the request and their response can be documented within TRMS as applicab  
le. The client may also wish to fund the account in order to effect the return.

- If the account is now CLOSED or a HOLD is involved, please just respo  
this email.

INTERNAL USE ONLY

Regards

Julia G Miller

Global Business Service

Operations Analyst/Wire Transfer Fraud Investigations-PA

Bank of America NA

1 Fleet Way

Scranton PA 18507

julia.g.miller@bofa.com

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**EMAIL #2:**

From: Miller, Julia

Sent: Friday, October 18, 2019 8:08 AM

To: Legault, Louise <louise.legault@bofa.com>

Subject: RE: URGENT: ACTION REQUIRED: FRAUDULENT PAYMENT / KAST TRANS LLC / CASE ID BOA 1984-17OCT19

Thank you please file a TRMS.

Julia

Regards

Julia G Miller

**Global Business Service  
Operations Analyst  
Wire Transfer Fraud Investigations-PA  
Bank of America NA**

**1 Fleet Way  
Scranton PA 18507  
julia.g.miller@bofa.com**

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**From: Legault, Louise**

**Sent: Thursday, October 17, 2019 4:24 PM**

**To: Miller, Julia <julia.g.miller@b  
fa.com>; Harley, Christopher <christopher.harley@bofa.com>; Lelene, Carmelle <c  
armelle.lelene@bofa.com>**

**Subject: RE: URGENT: ACTION REQUIRED: FRAUDULENT PAYMENT / KAST TRANS LLC / CASE ID BOA 1984-17OCT19**

**Good afternoon,**

Carmelle Lelene called the customer. As soon as she stated who she was and where she was calling from, he hung up. She called again and no answer.

Thanks,

Louise Legault

Vice President

Banking Center Manager II

Bank of America

GA7-9

05-01-01, 5195 Windward Park, Alpharetta, GA 30004

T 678.339.9709 F 678.893.7993

[louise.legault@bankofamerica.com](mailto:louise.legault@bankofamerica.com)

Life's better when we're con

From: Miller, Julia

Sent: Thursday, October 17, 2019 2:00 PM

To: Harley, Christopher <[christopher.harley@bofa.com](mailto:christopher.harley@bofa.com)>

Cc: Legault, Louise <[louise.legault@bofa.com](mailto:louise.legault@bofa.com)>

Subject: URGENT: ACTION REQUIRED: FRAUDULENT PAYMENT / KA

ST TRANS LLC / CASE ID BOA 1984-17OCT19

**Importance: High**

**Hello,**

**Please assist with the following URGENT request:**

**This e-mail relates to an incoming wire which credited customer KAST TRANS LLC account number [REDACTED] 7308 on 18-SEP-19. We have received communication from the sender bank that the payment needs to be returned since the wire originator is claiming the transaction represents a FRAUDULENT TRANSACTION.**

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**CANCELLATION REQUEST - PLEASE CONTACT OUR CUSTOMER FOR DEBIT AUTHORIZATION TO RETURN FUNDS FROM THE INCOMING WIRE. PLEASE ALSO DOCUMENT THIS EVENT WITH A TRMS AS APPLICABLE.**

**REASON: THE REMITTER HAS INDICATED THAT THIS IS A FRAUDULENT PAYMENT**

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**PAYMENT DETAILS:**

**AMOUNT**

**: 388,948.75/USD**

**TRANSACTION REFERENCE NUMBER: 2019091800401709**

INTERNAL Case ID: BOA 1984-17OCT19

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**IMPORTANT INSTRUCTIONS:**

IF OUR CUSTOMER AGREES TO PROVIDE DEBIT AUTHORITY TO RETURN THE FUNDS, PLEASE REPLY BY SENDING A BFT MT199 CANCELLATION ADMINISTRATIVE MESSAGE INDICATING IN THE TEXT OF THE BFT MESSAGE THAT YOUR CUSTOMER AUTHORIZES BANK OF AMERICA TO DEBIT THEIR ACCOUNT. IF THE CUSTOMER DECLINES THE RETURN, PLEASE OBTAIN THE REASON FOR THE DECLINE AND PROVIDE THE CUSTOMER'S REASONING VIA RET MAIL.

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(IF CUSTOMER'S ACCOUNT IS TO BE DEBITED FOR THE RETURN, OUR PAYMENTS SYSTEM WILL MEMO POST THE DEBIT ON THE PROCESSING DATE.)

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- If funds are available, follow your

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If funds are not available, please still try to contact our customer so they can be made aware of the request and their response can be documented within TRMS as applicable. The client may also wish to fund the account in order to effect the return.

- If the account is now CLOSED or a HOLD is involved, please respond to this email.

INTERNAL USE ONLY

Regards

Julia G Miller

Global Business Service

Operations Analyst/Wire Transfer Fraud Investigations-PA

Bank of America NA



1 Fleet Way

Scranton PA 18507

julia.g.miller@bofa.com

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